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AGREEMENT

Between

CAMDEN BOARD OF EDUCATION

and

COMMUNICATION WORKERS OF AMERICA

AFL-CIO

LOCAL 1079

JANITORIAL

1977-1978

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THIS AGREEMENT is entered into this day of
 , 1977 by and between the Board of
Education in the City of Camden, New Jersey, hereinafter
called the "Board" and the Communications Workers of
America, AFL-CIO, hereinafter called the "Union".
The duration of this Agreement will be as provided in
Article XXI.

ARTICLE I
RECOGNITION

A. Pursuant to the New Jersey Employer-Employee Relations Act, the Camden Board of Education pursuant to the certification issued by the Executive Director of the Public Employment Relations Commission, Docket No. RO-13, hereby recognizes the Communications Workers of America as the exclusive representative for collective negotiations concerning the terms and conditions of employment of all janitorial, and Supply Department employees of the Board of Education of the City of Camden, excluding all craft employees, managerial executives, professional employees, police and supervisors within the meaning of the Act, and all others.

B. Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement shall refer to both male and female employees.

ARTICLE II
NEGOTIATIONS PROCEDURE

A. In accordance with the provisions of the New Jersey Employer-Employee Relations Act, as amended, the parties agree to commence collective negotiations for a Successor Agreement in accordance with the time-tables established by the Public Employment Relations Commission.

B. Upon written reasonable request by the International Representative of CWA, the Board agrees to make known to the representative when and where the Union may obtain documents that the Board is required by law to release.

C. Neither party if any negotiations shall have any control over the selection of the negotiating representatives of the other party.

D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within

the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement..

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

A "Grievance" shall mean a complaint by an employee or the Union that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or misapplication of this Agreement. A grievance to be considered under this procedure must be initiated in writing by the employee of the Union within thirty (30) calendar days from the time when the employee or the Union knew or should have known of its occurrence.

B. Procedure

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee or the Union to proceed to the next step. Failure at any step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

(b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules

and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

2. Any employee who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.

3. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, the employee or the Union shall initiate a grievance in writing to the immediate superior specifying:

- (a) the nature of the grievance;
- (b) the nature and extent of the injury, loss or inconvenience;
- (c) the results of previous discussions;
- (d) his dissatisfaction with decisions previously rendered;
- (e) the nature of the remedy sought.

The immediate superior shall communicate his decision to the employee in writing within three (3) workdays of receipt of the written grievance.

4. The employee or the Union, no later than five (5) workdays after receipt of the immediate superior's decision, may appeal the immediate superior's decision to the Business Administrator. The appeal to the Business Administrator must be made in writing reciting the matter submitted to the immediate superior as specified

above and his or her dissatisfaction with decisions previously rendered. The Business Administrator shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) workdays. The Business Administrator shall communicate his decision in writing to the employee and the immediate superior.

5. If the grievance is not resolved to the grievant's or Union's satisfaction, he no later than five (5) workdays after receipt of the Business Administrator's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Business Administrator who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Union within forty-five (45) calendar days of receipt of the appeal. The referred to hearing, if granted, shall be held within a reasonably expeditious time after receipt of the appeal notice. The Board of Education shall not be required to give reasons for its decision. Decisions of the Business Administrator in the following matters shall be final and such decisions shall not be subject to appeal to the Board:

(a) any matter for which a method of review is prescribed by law; or

(b) any rule or regulation of the State Commissioner of Education; or

(c) by-laws of the Board of Education; or

(d) any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone.

6. (a) The following procedure will be used to secure the services of an arbitrator:

(1) A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

(3) If the parties are unable to determine, within ten (10) workdays of the initial request for an arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

(b) The arbitrator shall limit himself to

the issue submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the Arbitrator shall be binding on the parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report and findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

C. Rights of Employees to Representation

(1) Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Union.

(2) When an employee is not represented by the Union in the processing of a grievance, the Union shall at the time of submission of the grievance to the Business Administrator or any lower level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

(3) The Board and the Union shall assure the individual freedom from restraint, interference, coercion,

discrimination or reprisal in presenting his appeal with respect to his personal grievance.

D. Costs

(1) Each party will bear the total cost incurred by themselves.

(2) The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

ARTICLE IV
EMPLOYEE RIGHTS

A. No employee shall be disciplined or reprimanded without just cause. Any such action asserted by the Board, or any agent or representative thereof shall be subject to the grievance procedure herein set forth.

B. Whenever any employee is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Union present to advise him and represent him during such meeting or interview.

C. No employee shall be prevented from wearing pins or other identification of membership in the Union or its affiliates.

ARTICLE V

UNION RIGHTS AND PRIVILEGES

A. Representatives of the Union may be permitted to transact official Union business on school property at reasonable times provided that permission has been granted by the School Business Administrator's Office in writing.

B. The Union and its representatives may have the right to use school buildings at reasonable hours for meetings provided permission has been granted by the School Business Administrator's Office in writing.

C. The Union shall have the exclusive use of a bulletin board in the warehouse. Copies of all materials to be posted on such bulletin boards shall be given to the building principal and School Business Administrator.

ARTICLE VI

SICK LEAVE

A. The Board hereby agrees to continue its practices with respect to the number of sick leave days permitted the employees each school year, and further, the Board agrees to continue its practice with respect to the employee's rights to accumulate sick leave days from year to year.

B. Absence regulations governing all employees

1. In cases of absence for personal illness:

Any employee who is ill and cannot report to his assigned duties, shall report the illness to the Office of his Department Head and the School Business Administrator before the start of the regular workday.

2. Requirements after five days' absence:

When an employee is absent beyond five school days because of illness he shall:

(a) File a doctor's certificate stating the nature of the illness with the School Business Administrator's Office.

(b) Submit a written request for leave of absence to the School Business Administrator's Office;

stating the length of sick leave required.

3. Leave of Absence

Leaves of absence shall be recommended by the School Business Administrator and approved by the Board of Education. Leaves shall be granted for a period of up to three (3) months. If any employee is compelled to be absent more than three (3) months, the leave may be extended, upon receipt of such request in writing and a doctor's certificate stating the need for an extended sick leave.

Leave of absence shall not be extended beyond the close of the current school year, except in very unusual cases, or in the case of a female employee who is out on maternity leave of absence.

Before returning to his position, an employee shall communicate with the Department Head's Office and he shall file another doctor's certificate with the School Business Administrator's Office stating that he is able to resume his regular duties. The School Business Administrator may require additional medical examination to determine the capacity to perform assigned duties, and require the employee to report to the Chief Medical Inspection Office for examination.

The School Business Administrator may require a doctor's certificate for one day's absence,

when it is deemed necessary. When this is required, the doctor's certificate shall state the nature of the illness and that the employee was unable to carry out his assigned duties on that day.

C. All persons holding any office, position or employment in the school district who are steadily employed by the Board of Education shall be allowed sick leave with full pay for a period of fifteen (15) school days in any school year. For employees in their first year sick leave shall accrue on a prorated monthly basis. After the first year of employment all sick days will accrue at the beginning of the contract year. If any such person requires less than fifteen (15) school days of sick leave in a school year all such leave not utilized shall be accumulative.

New Employees

An employee appointed subsequent to July 1st of the school year, based upon the date of appointment, shall be allowed sick leave and accumulated sick leave in proportion to the number of months remaining in that school year.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

A. For the duration of this Agreement, the Board hereby agrees to continue its practices with respect to the temporary leaves of absences that are permitted the employees in the recognized bargaining unit. All procedures and regulations for the utilization of such days are also continued in full force and effect.

B. The Board agrees to allocate not more than five (5) working days with pay, in aggregate, to delegates chosen by the Union to attend bona fide Union conferences and conventions. Any employee for whom the Union makes such a request must present to the Board one week in advance of the conference or convention a written request for time off, specifying the dates for each occasion such employee is required to be absent. Such request will be honored unless conditions at work at the time are such that the employee's services cannot be spared. In such case an alternate representative may be designated by the Union.

C. All employees shall be entitled to two (2) non-accumulative personal leave days without refund, within each school year, provided that a formal request

is initiated stating the reasons therefor. Said request shall be approved by the School Business Administrator and shall have been submitted at least five (5) school days prior to the date requested, except in extreme emergency. A copy of such request shall be filed with the immediate superior (supervisor or Principal) at the same time it is forwarded to the School Business Administrator. Except in emergency, personal leave shall not be granted at the beginning or at the end of the school year, or immediately prior to or after any scheduled vacation period or school holiday.

D. In case of absence on account of death of husband, wife, mother or father, son or daughter, brother or sister, full salary shall be paid for a period of up to five (5) consecutive weekdays, except Saturday. This provision will also apply to case of death of another member of the immediate household of the employee.

Upon presentation of proof of guardianship concerning legal guardian (Mother or Father), the above shall apply.

E. In case of absence on account of death of father-in-law or mother-in-law full salary shall be paid for a period of up to three (3) consecutive weekdays except Saturday.

F. One day's absence without loss of pay shall be

allowed to attend the funeral of grandparents, great-grandparents, aunt, uncle, niece, nephew, first cousin, or any in-law not covered by the preceding paragraphs.

G. Employees may be allowed to attend the funeral of a co-worker without loss of pay upon receiving such permission from the School Business Administrator.

H. Employees whose son, daughter, husband or wife is receiving a college degree, may be allowed one day's absence to attend the graduation exercises without loss of salary. Request for such permission must be made in writing to the School Business Administrator.

I. All military service absence by employee of not more than ten (10) working days annually for temporary short-term military services shall be treated as "Absence with Permission" required no refund, and shall not be counted as part of vacation days. Absence in excess of ten (10) working days will require full refund.

J. For absence with permission to be married, all employees shall be granted leave of absence not to exceed one calendar week. Payroll deductions for this absence shall be in accordance with the rates set for other absences.

K. All requests for permission to be absent for reasons other than illness must be made in writing to the School Business Administrator.

ARTICLE VIII

EXTENDED LEAVES OF ABSENCE

A. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment.

B. Any employee who becomes pregnant shall be entitled to use sick leave pursuant to Article VI of the Agreement for pregnancy-related illness or disability and/or take unpaid maternity leave subject to the procedures set forth below.

General Procedures.

1. Any employee who becomes pregnant shall notify her immediate supervisor and the School Business Administrator in writing within three (3) months of the pregnancy.

2. After the fifth month of pregnancy the teacher shall furnish her immediate supervisor and the School Business Administrator with a certificate from an obstetrician or gynecologist stating that she is physically capable of performing the duties of her position.

3. Finding by the immediate supervisor that the employee's pregnancy interferes with the performance of her duties shall be documented in writing and referred to the Board. The Board

shall review such documentation and make a determination as to the ability of the employee to continue.

4. After childbirth the employee may return to work upon submission of a report from her obstetrician or gynecologist stating that she is medically fit to perform all the duties of her position.

5. A finding of the immediate supervisor to the effect that an employee's condition after pregnancy interferes with the performance of her duty shall be documented in writing and referred to the Board. The Board shall review such documentation and make a determination as to the ability of the employee to continue.

Sick Leave.

1. An employee is entitled to use sick leave for pregnancy-related illness or disability.

2. An employee who is absent for more than five (5) days must file a medical certificate stating the nature of the illness pursuant to provision of Article VI of the Agreement.

3. No employee on maternity leave or any other type of unpaid extended leave is entitled to the use of sick leave.

Maternity Leave.

1. Maternity Leave shall be granted to any employee who becomes pregnant should such employee fail to provide the medical certificate required above or who is determined to be unable to perform her duties by reason of her pregnancy

in accordance with the procedures set forth above.

2. Maternity Leave may be granted at any time during pregnancy upon presentation of certificate from an obstetrician or gynecologist stating that such maternity leave is vital to the employee's health.

3. An employee shall be permitted to return from maternity leave upon satisfying the certification requirements as set forth above provided that no determination of unfitness is made in accordance with the provisions set forth above.

4. An employee who exhausts her sick leave for pregnancy-related illness or disability may at that time be granted a maternity leave.

C. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of an employee's immediate family. Additional leave may be granted at the discretion of the Board.

D. The Board may grant a leave of absence without pay to any employee to serve in a full time public office.

E. Other leaves of absence without pay may be granted by the Board for good reason.

F. 1. Upon return from leave granted pursuant to Section "A" of this Article, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he

would have achieved if he had not been absent. An employee shall not receive increment credit for time spent on a leave granted pursuant to Section B.C.D. or E. of this Article. Applications for leave are subject to the approval of the School Business Administrator.

2. All benefits to which an employee was entitled at the time of his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and every effort shall be made to assign him to the same position which he held at the time said leave commenced, if available.

G. All extensions or renewals of leave shall be applied for in writing. If the Board approves such application, the employee shall be notified in writing.

ARTICLE IX
INSURANCE PROTECTION

A. The Board will assume 100% of the cost of employee's and the employee's dependent coverage, where appropriate in the New Jersey School and State Employees Health Benefits Program. (Blue Cross-Blue Shield, Rider J and Major Medical coverage).

B. The Board agrees to assume 100% of the cost of a Prescription Drug Insurance Program for employees and their dependents which Program shall provide the same coverage as was provided pursuant to the 1975-1977 Agreement.

ARTICLE X
BOARD RIGHTS

A. The Union recognizes that the Board may not by agreement delegate authority and responsibility which by law are imposed upon and lodged with the Board.

B. It is understood by all parties, that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

C. The Board, subject only to the language of this Agreement reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations (a) to direct employees of the School District, (b) to hire, promote, transfer, assign, and retain employees in positions within the school district, and suspend, demote, discharge or take other disciplinary action against employees, (c) to relieve employees from duties because of lack of work, or other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever other actions may be necessary to carry out the mission of the school district in any situation.

ARTICLE XI
DUES DEDUCTION

A. The Board agrees to deduct the dues for the Union in accordance with the provisions of the applicable statutes and the appropriate rules and regulations, upon proper notification by the Union to the Secretary of the Board, provided that it is understood that the Board's agreement here does not constitute an agreement to make deductions for political contributions or any other purpose not specifically authorized by statute.

B. The Union agrees to save the Board harmless from any action by the Union regarding funds involved in the implementation of this Article after those funds have been transmitted to the representative designated by the Union.

ARTICLE XII
UNION SECURITY

A. Whenever an employee who falls within the bargaining unit fails to become a member of the Union, he may pay to the Local Union a monthly service fee equal to the monthly Union Membership Dues for the various services provided him by the Local Union.

B. The Union agrees that it shall have the sole and exclusive responsibility for the collection of the service fees, and that the payment of service fees shall not be a condition of employment.

C. The Union agrees to indemnify and hold harmless the Board from any causes of action, claims, loss or damages incurred as a result of this clause.

ARTICLE XIII

SENIORITY

A. "Seniority" for the purpose of this Article shall be based upon an employee's continuous length of service with the Board of Education of the City of Camden.

B. All employees shall be considered probationary for the first ninety (90) days of their employment, which probationary period shall include all times of continuous service with the Board, including time served in a temporary status prior to formal appointment by the Board. Probationary employees may be disciplined or terminated at any time during their probationary period at the sole discretion of the Board, without recourse to the provisions of the grievance procedure of this Agreement.

Upon completion of such probationary period, their seniority will be dated as of the date of commencement of their employment.

C. The School Business Administrator shall notify the Union of any employee whose first ninety (90) days of employment has been extended at the discretion of the Board, all conditions of employment as outlined in Section B shall be enforced.

D. In filling permanent job vacancies within the bargaining unit, the Board will first advertise and attempt to fill said vacancies by promoting the senior employees from the next lower rated job title who have the requisite qualifications and ability to perform the work. Where two or more employees possess the same requisite qualifications and ability to perform the work, the employee with the greatest seniority in the bargaining unit will be promoted. This shall apply in the case of layoffs where the least senior shall be laid off first.

ARTICLE XIV

VACATIONS

A. Employees shall be entitled to paid vacations in accordance with the following schedule:

0 to 12 months	1/2 day for each month of service.
1 to 9 years	10 working days.
9 years and 1 day to 15 years	15 working days.
15 years and 1 day to 20 years or more	20 working days.

B. The parties agree that the administration shall have full power to assign and designate a vacation schedule. Where appropriate, seniority shall be considered in establishment of a vacation schedule where so required.

C. All existing Board practices and procedures with respect to the establishment of the number of days that an individual is entitled to in accordance with his anniversary date of employment shall continue to determine the eligibility of an employee under Provision A of this Article.

Concerning Board practices and procedures with respect to the establishment of the number of days that an individual is entitled to in accordance with his anniversary day of employment, shall further be defined that the extra week of vacation shall be due the individual after his anniversary day of employment.

D. If the employee is entitled to fifteen (15) working days or more of vacation only two (2) weeks may run consecutively. No vacations shall be granted in May and September.

E. Vacation time off shall be taken in units of full weeks, except that those employees entitled to more than two (2) weeks vacation may schedule one (1) week of vacation in days provided one (1) week's notice is given to the Business Administrator.

F. Vacation schedules for Janitorial personnel entitled to ten (10) working days shall begin after June 15th and be completed by August 15th. For those employees entitled to fifteen (15) or twenty (20) days, they must submit their request through the Supervisor of Custodial Service and to the School Business Administrator for approval. No vacations will be scheduled during the month of May or September.

ARTICLE XV

HOLIDAYS

A. For the duration of this Agreement, the Board hereby agrees to continue its practices with respect to the number of holidays for the members of the recognized bargaining unit.

B. The following schedule of holidays for twelve (12) month Non-Teaching employees will be observed for the school year, as approved by the Board.

July 4th	Independence Day
September 5	Labor day
October 10	Columbus Day
November 8	General Election Day
November 24, 25	Thanksgiving Recess
December 25	Christmas
January 1	New Year's Day
January 15.	Martin Luther King Day
February	President's Day
March 24	Good Friday
March 27	Easter Monday
May 29	Memorial Day

C. Holiday Schedule for the ensuing year shall be published by July 1st.

D. Janitors assigned to open their building on General or Primary Election Days, shall be compensated by the Board of Election. The Board of Education shall make an effort to inform the Board of Election that this compensation shall be the same as the amount paid to all election workers.

E. Janitors required to check their buildings on any of the above listed holidays, shall be paid in accordance with the overtime schedule set forth in this Agreement (Article XVII).

F. All employees covered by this Agreement will observe the day before Christmas or the day after Christmas as an additional holiday, when Christmas falls on either Tuesday or Thursday.

ARTICLE XVI
HOURS OF WORK

A. For the duration of this Agreement, the Board hereby agrees to continue with respect to the numbers of hours of work and the scheduling of such hours, depending on the size of the school building and custodial force assigned.

1. All custodial employees, except nightwatchmen shall be scheduled as follows:

(a) A regular workday shall be eight (8) hours and a regular work week of five (5) days, commencing on Monday and terminating on Friday; except that where employee's regular assigned work hours begin on Friday and in the normal course extends beyond midnight of that day, he shall be regarded as working a regular work week.

(b) Custodial employees working a regular workday in a secondary school shall receive a one-half hour lunch period upon completion of his first four (4) hours of work.

(c) Work Schedules for Custodial personnel shall be established by the Supervisor of Custodial Services, the Head Custodian of the School and the Principal for each school building.

(d) Beginning on or before July 1, 1972, all custodial personnel, including nightwatchmen shall use time clocks

to record their workday. Custodial personnel that leave their building for lunch shall clock out and in to record their lunchtime. The Head Custodian shall submit to the School Business Administrator all time cards upon completion of the work week.

2. Any employee who makes it a practice to be absent without permission or who clocks in or out another employee shall be subject to disciplinary action according to the Rules and Regulations of the Board as part of this Agreement.

3. Any employee who reports late for his assigned work shift or clocks out before the end of the workday, shall refund, according to a schedule approved by the Board. An employee who makes a habit of beginning late or leaving early shall be subject to disciplinary action according to the Rules and Regulations of the Board.

A three (3) minute grace period, with no loss of pay, will be allowed for clocking in at the start of shifts.

Note: The Board reserves the right to discontinue this practice if it is abused, after having a discussion with the Union.

ARTICLE XVII

WAGES

A. Wages and salaries for the various job titles shall be established and paid in accordance with the Salary Guides attached hereto as Schedule A, provided, however, that no employee's annual salary, or prorated daily or hourly rate, shall be more than Six Hundred and Fifty Dollars (\$650.00) higher than his annual salary for the 1976-77 school year unless a greater increase is required to satisfy the New Jersey minimum wage statute.

B. No employee's salary, as computed on an hourly rate, shall be less than the minimum wage as established by the State of New Jersey.

C. The increments provided for in Schedule "A" shall not bring the employee above the next step in the wage schedule.

Personnel shall render more than five (5) months' service in the particular school year in order to be entitled to an increment on July 1st of the succeeding school year.

D. All custodial employees, except the nightwatchmen force, shall be paid a differential of twenty-five cents (25¢) per hour for scheduled hours of work between 6:00 p.m. and 6:00 a.m.

E. The Board agrees to pay time and one-half of the regular rate for time worked as overtime for hours of work that have been scheduled by the Business Administrator or his designee. Custodial personnel assigned to work Recreation Program projects as overtime work shall be paid at the rate of time and one-half of their regular rate, effective July 1, 1974.

Except that all time work on Sundays or holidays, in excess of forty (40) hours will be paid for at twice the hourly rate of the employee.

The above assignment and overtime rates do not apply to school affairs or school athletic programs.

The checking of all elementary schools on week-ends and holidays shall be two (2) hours, between the hours of 9:00 a.m. and 11:00a.m., except on holidays that require the flag to be raised.

The checking of all secondary schools on weekends and holidays shall be two (2) hours, between the hours of 1:00 p.m. and 3:00 p.m. except on holidays that require the flag to be raised.

Any employee assigned to check schools on weekends and holidays who falsifies his time shall be subject to disciplinary action by the School Business Administrator, which disciplinary action may result in the employee's services being terminated.

F. In the distribution of overtime the following procedures shall be utilized. All overtime shall be distributed on the basis of seniority involved; and with respect to employees assigned to particular school buildings, overtime shall be distributed on the basis of seniority within respective classification of personnel. Overtime, as it becomes available, shall be offered on said seniority basis, and the most senior employee within the aforementioned classifications shall not receive a second offer of overtime until all less senior employees within said classification have received an offer.

When employees within a given classification assigned to a school building are unable or unwilling to perform the overtime work, next preference shall, to the extent practicable, be given to employees regardless of classification involved based on seniority in the school district, also subject to the same method of rotation as indicated above.

G. All employees possessing a Black Seal License or better when filling in for a C-2 shall be paid at the minimum based on his years of service or the promotional increase, whichever is greater.

A career increment of \$200.00 shall be paid to all employees covered by this Agreement, upon attaining thirteen (13) years of continuous service with the Board for the school year 1977-78.

H. The allocated for cleaning up after affairs held in school in the evening or weekends shall be two (2) hours, to be paid at the rate of \$3.00 per hour for weekends and \$4.00 per hour for Saturdays and holidays.

ARTICLE XVIII

PROMOTIONS

A. A notice of a vacancy in a promotional position shall be sent to each school thirty (30) days before the final date when applications must be submitted.

B. Employees who desire to apply for such vacancy shall submit their applications in writing to the School Business Administrator within the time limit specified with the notice.

C. Whenever an employee is advanced to a higher classification he or she shall receive a promotional adjustment as set forth in salary policies for non-teaching personnel as follows:

1. Whenever janitorial personnel are advanced to a higher classification, they shall receive a promotional adjustment as set forth:

- (a) Advanced to Custodian Class B - \$150.00 promotional adjustment.
- (b) Advanced to Custodian Class A - \$200.00 promotional adjustment.
- (c) Advanced to Custodian Class C-2-\$100.00 promotional adjustment.

2. Employees promoted to a higher classification shall receive the above promotional increase or the minimum rate of the higher classification, whichever is greater.

3. Whenever janitorial personnel are assigned to a higher classification of Acting Custodian Class B, he shall be paid the promotional adjustment of a per diem basis.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

A. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of the Agreement either party shall do so by telegram or registered letter at the following addresses:

1. If by Union, to Board at Room 503, City Hall, Camden, New Jersey 08101, Attention: Board Secretary.

2. If by Board, to Union at 14 Commerce Drive, Cranford, New Jersey 07016.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted bylaw, but all other provisions or applications shall continue in full force and effect.

C. The Board will reclassify all one man schools from Janitor Class-C, to Janitor Class-C-2, as per Board rules and regulations and Article XVIII (Promotions) of this Agreement.

D. The Board will print this Agreement, the Union will be responsible for putting it together and distribution to all employees.

E. The Board shall provide the janitress staff with pantsuit uniforms.

F. The Board agrees to provide custodians with uniforms of a different color than those provided to other members of the janitorial staff.

ARTICLE XX

PAYDAY

A. Salary payments to employees covered by this Agreement shall be made twice a month, on the first and fifteenth days of the month. The first payday of this program shall be established by the Board Secretary at a time which shall enable the Board of Education to accrue a week of salary which shall be repaid in the final pay period. This provision shall not take effect until September, 1975.

ARTICLE XXI

DURATION OF AGREEMENT

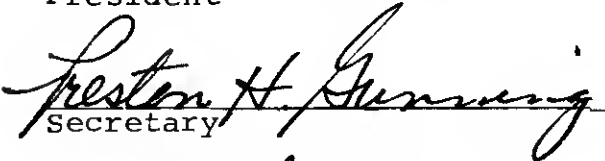
A. The provisions of this Agreement shall be effective from the date of execution through June 30, 1978, except that the salary provisions of the Agreement shall be retro-active to July 1, 1977. The Agreement shall expire on June 30, 1978 unless an extension is agreed to by both parties and expressed in writing prior to such date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by CWA Representative and President of Local, the President, Secretary and School Business Administrator of the Board, and their corporate seals to be placed thereon, on the day and year written below.

Camden Board of Education



President



Secretary



School Business Administrator

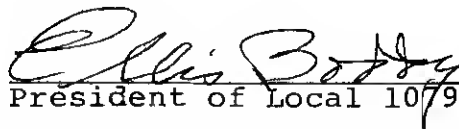
October 3, 1977

Date

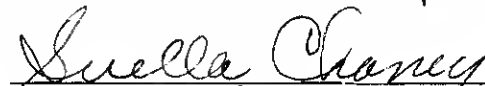
Communication Workers of
America, AFL-CIO



CWA Representative



President of Local 1079



Secretary of Local 1079

October 3, 1977

Date